intended to, and did, provoke the plaintiff to wrath, and did deprive him of the benefit of public confidence and intercourse, and exposed him to public hatred and ridicule, and that said publication was made for the purpose of discharging this plaintiff among the retail dealers of Des Moines, and that it had the effect intended; that after said publication he applied to several firms for credit and was refused; that some of said parties after reference to this book, refused credit to him."

The opinion concludes:

"If the publication, with its attending circumstances, is such that the court can presume legally that injury followed as a natural and inevitable consequence of the act complained of, then there is no occasion that the plaintiff allege and prove special or peculiar damages. If the publication complained of usually, ordinarily and naturally detracts from the reputation and standing of the plaintiff, and tends proximately and naturally to deprive him of public confidence and esteem, and is maliciously made, then it is libelous per se, and special or peculiar damages are not required to be alleged or proven. The injury, however, must flow from the publication, but not necessarily from a literal interpretation of the words used in the publication. It is the thought conveyed, not the words, that does the harm. One who is charged with refusing to pay an honest debt is charged with dishonesty—a charge which, if believed, affects his good name, fame and reputation among his fellows and deprives him of public confidence and esteem. We say, therefore, that the plaintiff charged a publication which was libelous per se, and that the proof supports the charge.

"It is contended that the publication was true. In its literal interpretation we may assume that this contention is right, but in the broader scope and purpose of the publication it is not shown to be true. It may be true that the plaintiff owed the defendant a sum of money. It may be true that the defendant would not thereafter trust him, but its not true or shown to be true that the plaintiff was not worthy of credit, and the others dealing fairly with him could not trust him, and this is the thought which the jury could well find the defendant intended to convey and did convey by the publication made."

Municipal Corporations—Parks—Liability for Injury from Amusements Furnished.—In Longwell *v.* Kansas City, in the Kansas City Court of Appeals, Missouri, reported in 203 S. W. 657, it was laid down that the provision of ponies upon which children may ride, either for a consideration or gratis, is not foreign to the object for which public parks are maintained. It was held that the defendant city's action in providing ponies for such purpose was not ultra vires

and that it would be liable for negligence in furnishing vicious or otherwise unsuitable animals or carelessness in the management of them. It appeared that the defendant owned a pleasure ground and park and that plaintiff, a child, engaged one of the ponies provided by defendant for a ride at the prescribed fee and was injured, as was alleged, through the vicious and unmanageable disposition of the animal in conjunction with the improper care bestowed by its attendant. A judgment for the defendant is reversed. It was incidentally decided that Kansas City Charter, 1909 (art. 13, § 39), providing that shows and exhibitions shall not be given in parks, does not prohibit the city from furnishing Shetland ponies for children in its parks; a "show," or "exhibition" being commonly understood to be something that one views, or at which one looks, and at the same time hears.

The court said in part:

"It is the contention of the defendant that the act of the city in maintaining said ponies and in allowing plaintiff to ride thereon, under the facts and circumstances alleged, was ultra vires. To this plaintiff makes two answers: First, that the act was not ultra vires, and, second, that the city, in taking hire for said ponies is estopped from setting up the claim of ultra vires. The second contention of plaintiff we need not pass upon. There is no contention in this case, at this time, but that the city, if it was acting within the powers granted to it in its charter to maintain a public park, is liable to plaintiff for the injuries sustained by him. The question presented to us is whether or not the maintenance of said ponies for the purposes described in the petition was within the power of the city. It is said in State ex rel. Wood, Attorney General *v.* Schweikardt (109 Mo. loc. cit., 510, 19 S. W. 51), that:

"'A park is variously defined to be "a pleasure ground in or near a city set apart for the recreation of the public;" "a piece of ground inclosed for purposes of pleasure, exercise, amusement, or ornament" * * *; "a place open for every one."'

"There is no doubt but that, in order to provide means for recreation, air, exercise and amusement, etc., in a park, a city may either secure the services of some one to provide these means or may provide them itself. And if the city in this case, in providing the Shetland ponies for recreation of children, was within the legitimate sphere of its authority, then the discretion vested in it in making such provision is free from outside interference and not subject to judicial revision or reversal (State ex rel. *v.* Schweickardt, supra, 109 Mo. loc. cit. 511, 19 S. W. 51).

"We have made a diligent search in the books, but have found but two cases decided by the courts in this country involving the question as to what is within the legitimate exercise of the discretion

vested in a city in affording pleasure, exercise and amusement, etc., in public parks. One of these cases was decided by the Supreme Court of our own State (cited supra), wherein it was held that the city was within its right in leasing or renting space in a park for the purpose of furnishing refreshments to those visiting it; the other was decided by the Supreme Court of West Virginia, where it was held that a lease by a city of a part of a public park to improve it and use it at times for training and running race horses for a rental to the city, reserving access at times to the public for riding and driving on the track, was a legitimate use of the park and not an ultra vires act (Bryant *v.* Logan, 56 W. Va. 141, 145, 49 S. E. 21, 23, 3 Ann. Cas. 1011). The court in the latter case states that, regardless of the broad powers in this connection granted the city by the Legislature, nevertheless the act of the city complained of was not an unlawful diversion of the park, the court saying:

" 'Racing horses is enjoyed by thousands and thousands of people, high and low, rich and poor. The use of the park for this purpose would give people recreation and pleasure, and it is not foreign to the object for which it was purchased,' it having been acquired 'for the health, pleasure and comfort of the people.'

"Parks are particularly inviting to children who live in cities. It is a matter of common knowledge that cities go to great expense to condemn valuable property upon which there are improvements for the purpose of affording parks that are devoted exclusively to playgrounds for children. And while public parks usually are resorts for persons, both old and young, it may be said that they are particularly designed for the amusement and recreation of children, and a place where they may go to play in the open air and light. It is hard to imagine a more appropriate way, if properly conducted, for the city to provide exercise and enjoyment for children than was afforded in this case. We think that the use of a park for the purpose of providing Shetland ponies of reasonable gentleness upon which children may ride, properly attended, either for a consideration or gratis, affords beyond doubt exercise, amusement, recreation and pleasure for such children, and is not foreign to the object for which public parks are maintained, and that the city, having undertaken to do these things, is liable for negligence in the doing of them."

Negligence—Proximate Cause.—In Keiper *v.* Pacific Gas & Electric Co. (California), 172 Pac. 180, it was laid down that where an owner negligently left his automobile unattended on street car tracks and a street car was negligently run into it, catapulating it against one working at the curb of the street, the owner of the automobile was liable for the injuries. The following is from the opinion:

"The case of Williams *v.* S. F. & N. W. R'y (6 Cal. App. 718, 93 Pac. 122), is, as to the general nature of the facts, also noticeably